

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION
RECEIVED

2008 FEB 20 A 11: 09

JAMES JEFFERSON,

Plaintiff,

v.

BEST BUY CO., INC. and
HSBC BANK, NEVADA, N.A.,

Defendants.

CIVIL ACTION NO.:

2:08-CV-121-WKW

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, as amended, defendants Best Buy Co., Inc. ("Best Buy") and HSBC Bank, Nevada, N.A. ("HSBC"), the only two defendants in this action, file this Notice of Removal of the above-styled action to the United States District Court for the Middle District of Alabama, Northern Division. As grounds for this removal, the defendants state as follows:

1. This is a complaint alleging violation of the Fair Credit Billing Act ("FCBA") along with certain Alabama common law torts in connection with charges allegedly posted to plaintiff's Best Buy credit card, issued through HSBC. The complaint is pending in the Circuit Court of Montgomery County, Alabama, as civil action no. 2008-900060. Best Buy was served January 22, 2008, and HSBC was served January 28, 2008. A complete copy of the state court file is attached hereto as Exhibit "A."

2. This action is removable pursuant to 28 U.S.C. §1441(a). This Court has subject matter jurisdiction of this action under 28 U.S.C. §1332 because there is complete

diversity of citizenship as between plaintiff and defendants, and the amount in controversy is pled to be in excess of \$100,000.

3. Plaintiff James Jefferson is pled to be a resident and citizen of the State of Alabama. Defendant Best Buy, pled as “a foreign corporation,” is in fact a corporation incorporated in the State of Virginia with its principal place of business in Richfield, Minnesota. Defendant HSBC, also pled as “a foreign corporation,” is in fact a national bank headquartered in the State of Nevada.¹ Thus, there is complete diversity of citizenship as between plaintiff and defendants.

4. Plaintiff’s complaint demands \$100,000 in damages on his common law claims and additional relief under the FCBA, thus insuring that the amount in controversy requirement for federal jurisdiction is met.

5. Because plaintiff is completely diverse from the defendants in this action and amount in controversy clearly exceeds \$75,000 according to plaintiff’s complaint, this case is properly removable pursuant to 28 U.S.C. §1332.

6. A copy of this Notice of Removal is being served on counsel for plaintiff, as set forth in the attached certificate of service, and is being filed with the Clerk of the Circuit Court of Montgomery County, Alabama. The necessary filing fee has been paid with this Notice.

7. If any questions arise as to the propriety of the removal of this action, Best Buy and HSBC request an opportunity to undertake post-removal jurisdiction discovery, if appropriate. See, e.g., *Williams v. Best Buy, Inc.*, 269 F. 3d 1316 (11th Cir. 2001); *Sierminski*


¹ For purposes of federal diversity jurisdiction, a national bank is deemed a citizen of “the State designated in its articles of association as its main office.” *Wachovia Bank v. Schmidt*, 546 U.S. 303 (2006).

v. TransSouth Financial Corp., 216 F. 3d 945 (11th Cir. 2000).

WHEREFORE, premises considered, the defendants Best Buy and HSBC do hereby notice the removal of this action from the Circuit Court of Montgomery County, Alabama, to the United States District Court for the Middle District of Alabama, Northern Division.

Dated this 19th day of February, 2008.

Respectfully submitted,


MICHAEL M. SHIPPER (SHIPM7574)
KIRKLAND E. REID (REIDK9451)
Attorneys for Defendants Best Buy
and HSBC

CERTIFICATE OF SERVICE

I hereby certify that I have served on this 19th day of February 2008, a copy of the foregoing document, via U.S. Mail, postage prepaid, to the following:

W. Whitney Seals
Pate & Cochrane
P.O. Box 10448
Birmingham, Alabama 35202-0448

Michael W. Lindsey
Weaver Tidmore, LLC
300 Cahaba Park Circle, Suite 200
Birmingham, Alabama 35242


Michael M. Shipper

COVER SHEET
CIRCUIT COURT - CIVIL CASE

(Not For Domestic Relations Cases)

Case Number:
03-CV-200

Date of Filing:
01/16/2008

ELECTRONICALLY FILED
1/16/2008 2:38 PM
CV-2008-900060.00
CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA
MELISSA RITTENOUR, CLERK

GENERAL INFORMATION

IN THE CIRCUIT OF MONTGOMERY COUNTY, ALABAMA
JAMES JEFFERSON v. BEST BUY COMPANY, INC. ET AL

First Plaintiff: ☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant: ☒ Business ☐ Individual
☐ Government ☐ Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- ☐ WDEA - Wrongful Death
☐ TONG - Negligence: General
☐ TOMV - Negligence: Motor Vehicle
☐ TOWA - Wantonnes
☐ TOPL - Product Liability/AEMLD
☐ TOMM - Malpractice-Medical
☐ TOLM - Malpractice-Legal
☐ TOOM - Malpractice-Other
☐ TBFM - Fraud/Bad Faith/Misrepresentation
☐ TOXX - Other: _____

TORTS: PERSONAL INJURY

- ☐ TOPE - Personal Property
☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ APAA - Administrative Agency Appeal
☐ ADPA - Administrative Procedure Act
☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Bond Forfeiture
Appeal/Enforcement of Agency Subpoena/Petition to
Preserve
☐ CVRT - Civil Rights
☐ COND - Condemnation/Eminent Domain/Right-of-Way
☐ CTMP-Contempt of Court
☐ CONT-Contract/Ejectment/Writ of Seizure
☐ TOCN - Conversion
☐ EQND- Equity Non-Damages Actions/Declaratory
Judgment/Injunction Election Contest/Quiet Title/Sale For
Division
☐ CVUD-Eviction Appeal/Unlawful Detainer
☐ FORJ-Foreign Judgment
☐ FORF-Fruits of Crime Forfeiture
☐ MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
☐ PFAB-Protection From Abuse
☐ FELA-Railroad/Seaman (FELA)
☐ RPRO-Real Property
☐ WTEG-Will/Trust/Estate/Guardianship/Conservatorship
☐ COMP-Workers' Compensation
☒ CVXX-Miscellaneous Circuit Civil Case

ORIGIN: F ☒ INITIAL FILING

A ☐ APPEAL FROM
DISTRICT COURT

O ☐ OTHER

R ☐ REMANDED

T ☐ TRANSFERRED FROM
OTHER CIRCUIT COURT

HAS JURY TRIAL BEEN DEMANDED? ☐ Yes ☒ No

RELIEF REQUESTED: ☒ MONETARY AWARD REQUESTED ☐ NO MONETARY AWARD REQUESTED

ATTORNEY CODE: LIN038 1/16/2008 2:37:18 PM /s MICHAEL LINDSEY

MEDIATION REQUESTED: ☐ Yes ☒ No ☐ Undecided

**PLAINTIFF'S
EXHIBIT**

PENGAD 800-631-6889

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA**JAMES JEFFERSON,****PLAINTIFF,****V.****BEST BUY COMPANY, INC. AND
HSBC BANK NEVADA, N.A.,****CIVIL ACTION NUMBER:****DEFENDANTS.****PLAINTIFF'S COMPLAINT**

1. This is an action for actual damages, statutory damages, and attorney fees for violation of the Fair Credit Billing Act (part of the Truth in Lending Act), 15 U.S.C. § 1666 and Regulation Z issued thereunder. Plaintiff also seeks compensatory and punitive damages for the Defendant's violations of Alabama's common laws set forth herein.

JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to 15 U.S.C. § 1640(e) and 28 U.S.C. §§ 1331 and 1367. Venue is proper in that the Defendants transacted business here.

PARTIES

3. The Plaintiff, James Jefferson ("Jefferson"), is a resident and citizen of the state of Alabama, and is over the age of twenty-one (21) years.

4. Defendant Best Buy Company, Inc. ("Best Buy") is a foreign corporation doing business in Montgomery County, Alabama.

5. Defendant HSBC Bank Nevada, NA. ("HSBC") is a foreign corporation doing business in Montgomery County, Alabama.

FACTUAL ALLEGATIONS

6. Plaintiff entered into an open-end credit transaction, namely a Best Buy credit card account, with defendants for personal, family, and household purposes, said credit card was issued by Defendant HSBC.

7. At all times relevant hereto, defendants, in the ordinary course of business, regularly extended open-end consumer credit, pursuant to a Best Buy Credit Card ("Best Buy Card"), on which defendant assessed finance charges.

8. On September 26, 2006, Plaintiff purchased a computer and accessories ("first computer") at the Best Buy Store in Montgomery, Alabama and charged the purchase to his Best Buy Card. That purchase totaled \$561.48.

9. Plaintiff returned the first computer to the Best Buy store on October 9, 2006 and exchanged it for a different computer and accessories ("second computer").

10. Plaintiff instructed Best Buy's employees or agents that he wished to pay for the second computer with his Wachovia Bank Mastercard and not his Best Buy Card, so the employee/agent charged the second computer to the Wachovia card.

11. In exchange for the first computer purchased by the plaintiff, Best Buy issued Plaintiff an Exchange Receipt showing a credit towards his Best Buy card balance for the cost of the first computer, however, Best Buy's employees or agents also charged Plaintiff's Best Buy Card for the price of the second computer.

12. As a result of these transactions, Plaintiff was charged twice by Best Buy for the second computer, once to his Wachovia Mastercard, and once to his Best Buy card.

13. Subsequent to these transactions, Plaintiff received a monthly statement from defendants dated October 13, 2006, showing the charge for the first computer, and the charge for the second computer, but failing to show the exchange credit for the cost of the first computer.

14. Within 60 days after receipt of the statement, plaintiff sent a notice disputing the charges to defendant at the address stated on the periodic statement.

15. Defendants failed to correct the error within two complete billing cycles after receipt of Plaintiff's notice, but instead sent Plaintiff a notice stating that the account charges were accurate.

16. In order to protect his credit rating, Plaintiff continued to pay monthly installments due on the Best Buy card even though he disputed the charges, until such a time as the account was paid in full.

17. Plaintiff disputed the charge on his Wachovia card with Wachovia, but also paid in full the Wachovia charges for the second computer, in order to protect his credit rating. In essence, Plaintiff was charged and paid for the second computer twice.

COUNT ONE
FAIR CREDIT BILLING ACT

18. The Plaintiff adopts the averments and allegations of paragraphs 1 through 15 hereinbefore as if fully set forth herein.

19. The Defendants have engaged in activities and practices in violation of the Fair Credit Billing Act (hereinafter referred to as "FCBA") with respect to the Plaintiff's alleged consumer debt.

20. The Defendants failed to correct a billing error within two complete billing cycles after receipt of Plaintiff's notice, in violation of 15 U.S.C. § 1666(a).

21. The Defendants failed to credit Plaintiff's account for the return and exchange of the first computer, in violation of 15 U.S.C. § 1666e.

22. As a proximate result of the Defendants' actions, the Plaintiff was caused to suffer actual damages for the cost of the first computer, as well as worry, humiliation, fear, loss of sleep, anxiety, nervousness, physical sickness, physical pain and mental anguish.

COUNT TWO
OUTRAGE

23. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

24. Plaintiff alleges that the Defendants' conduct as described herein was intentional and/or reckless, extreme and outrageous, and caused emotional distress such that no reasonable person could be expected to endure it.

25. Plaintiff alleges that as a direct and proximate result of the Defendants' outrageous conduct the Plaintiff has suffered damages as herein described below.

COUNT THREE
WANTONNESS

26. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

27. Plaintiff alleges that the Defendants, with reckless indifference to the consequences, either consciously and intentionally did committed the wrongful acts alleged herein or consciously omitted a known duty causing damage to the Plaintiff.

28. Plaintiff alleges that as a direct and proximate result of the Defendants' wantonness the Plaintiff has suffered damages as herein described below.

COUNT FOUR
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

29. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

30. Plaintiff alleges that the Defendants' actions alleged herein were done willfully, maliciously, outrageously, deliberately, and purposely with the intention to inflict emotional distress upon the Plaintiff and/or were done in reckless disregard of the probability of causing Plaintiff emotional distress, and these acts did in fact result in severe and extreme emotional distress.

31. Plaintiff alleges that as a direct and proximate result of the Defendants' wanton acts alleged herein, Plaintiff was caused to incur severe and grievous mental and emotional suffering, frustration, anguish, shock, nervousness, loss of sleep and anxiety.

COUNT FIVE
NEGLIGENCE

32. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

33. Plaintiff alleges that the Defendants owed a duty of reasonable care to accurately charge Plaintiff for Plaintiff's purchase or, at least, after being told that Plaintiff had been "double billed," to conduct a reasonable investigation to determine whether or not they had correctly charged Plaintiff for his purchase.

34. Despite owing this duty to the Plaintiff, Defendants negligently breached this duty in failing to act in a reasonably prudent manner given the circumstances.

35. Plaintiff alleges that as a direct and proximate result of the Defendants' negligence, Plaintiff was caused to suffer damages.

COUNT SIX
NEGLIGENT TRAINING AND SUPERVISION

36. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

37. The Defendants knew or should have known of the conduct set forth herein which was directed at and visited upon the Plaintiff.

38. The Defendants knew or should have known that said conduct was improper.

39. The Defendants negligently failed to train and supervise their employees in order to prevent said improper conduct.

40. The Defendants negligently failed to train and supervise employees on credit card charges and exchanges procedures, as well as the FCBA as it relates to consumer billing practices.

41. As a result of the Defendants' negligence, the Plaintiff suffered humiliation, loss of sleep, anxiety, nervousness, physical sickness, physical and mental suffering, pain, and anguish.

COUNT SEVEN
RECKLESS AND WANTON TRAINING AND SUPERVISION

42. Plaintiff adopts and re-alleges all paragraphs contained in this Complaint as if set forth fully herein.

43. The Defendants knew or should have known of the conduct set forth herein which was directed at and visited upon the Plaintiff.

44. The Defendants knew or should have known that the said conduct was improper.

45. The Defendants recklessly and wantonly failed to train and supervise employees in order to prevent said improper conduct.

46. The Defendants recklessly and wantonly failed to train and supervise employees on credit card charges and exchanges procedures, as well as the FCBA as it relates to consumer billing practices.

47. As a result of the Defendants' recklessness and wantonness, the Plaintiff suffered humiliation, loss of sleep, anxiety, nervousness, physical sickness, physical and mental suffering, pain, and anguish.

AMOUNT OF DAMAGES DEMANDED

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands a judgment against the defendants as follows:

- A. Declaratory judgment that the Defendant's conduct violated the FCBA;
- B. Actual damages for Defendants' violations of the FCBA;
- C. Statutory damages in the amount of double the finance charge pursuant to 15 U.S.C. § 1640(a)(2);

- D. Pursuant to 15 U.S.C. § 1666(e), a declaration that Defendant has forfeited any right to collect the first \$50 of the disputed amount and any finance charges thereon from Plaintiff;
- E. Costs and reasonable attorney's fees from the Defendant pursuant to 15 U.S.C. § 1640(a)(3);
- F. Compensatory and punitive damages against Defendants in the amount of \$100,000.00 on Plaintiff's state law claims.

/s/ W. Whitney Seals
W. Whitney Seals (SEA030)
Attorney for Plaintiff

OF COUNSEL
Pate & Cochran, LLP
P.O. Box 10448
Birmingham, AL 35202-0448
(205) 323-3900
fax: (205) 323-3906
email: whitney@plc-law.com

/s/ Michael W. Lindsey
Michael W. Lindsey (LIN038)
Attorney for Plaintiff

OF COUNSEL:
Weaver Tidmore, LLC
300 Cahaba Park Circle, Ste 200
Birmingham, AL 35242
Phone: (205) 980-6065
Email: mlindsey@weavertidmorelaw.com

SERVE DEFENDANTS VIA CERTIFIED MAIL:

Best Buy Company, Inc.
c/o The Corporation Company, Registered Agent
2000 Interstate Park Dr., Ste 204
Montgomery, AL 36109

HSBC Bank Nevada, N.A.
1111 North Town Center Dr.
Las Vegas, NV 89144

State of Alabama
Unified Judicial System
Form C-34 Rev 6/88

SUMMONS
- CIVIL -

Case Number:
03-CV-2008-900060.00

IN THE CIVIL COURT OF MONTGOMERY, ALABAMA
JAMES JEFFERSON v. BEST BUY COMPANY, INC. ET AL

BEST BUY COMPANY, INC., 2000 INTERSTATE PARK DR STE 204, MONTGOMERY AL, 36109

NOTICE TO

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY MICHAEL LINDSEY

WHOSE ADDRESS IS 300 Cahaba Park Circle, Suite 200, Birmingham AL, 35242

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.
TO ANY SHERIFF OR ANY PERSONNEL AUTHORIZED by the Alabama Rules of the Civil Procedure:

- ☐ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant
- ☒ Service by certified mail of this summons is initiated upon the written request of JAMES JEFFERSON
pursuant to the Alabama Rules of the Civil Procedure

1/16/2008 2:38:17 PM
Date

/s MELISSA RITTENOUR
Clerk/Register

By

- ☒ Certified mail is hereby requested
- /s MICHAEL LINDSEY
Plaintiffs/Attorney's Signature

RETURN ON SERVICE:

- ☐ Return receipt of certified mail received in this office on _____
- ☐ I certify that I personally delivered a copy of the Summons and Complaint to _____
_____ in _____ County, Alabama on _____

Date

Server's Signature

State of Alabama
Unified Judicial System
Form C-34 Rev 6/88

SUMMONS
- CIVIL -

Case Number:
03-CV-2008-900060.00

IN THE CIVIL COURT OF MONTGOMERY, ALABAMA
JAMES JEFFERSON v. BEST BUY COMPANY, INC. ET AL

HSBC BANK NEVADA, N.A., 1111 NORTH TOWN CENTER DR, LAS VEGAS NV, 89144

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1/16/2008 2:38:17 PM

Date

/s MELISSA RITTENOUR

Clerk/Register

By

☒ Certified mail is hereby requested

/s MICHAEL LINDSEY

Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on _____

☐ I certify that I personally delivered a copy of the Summons and Complaint to _____

_____ in _____ County, Alabama on _____

Date

Server's Signature

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature xThe Corporation Company <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>The Corporation Company C. Date of Delivery 1/22/08</p>
<p>1. Article Addressed to:</p> <p>BEST BUY COMPANY, INC. 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109</p>	<p>6. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> YES, enter delivery address below: <input type="checkbox"/> No</p> <p>CV-08-900060</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7007 0220 0000 9462 2106</p>
<p>PS Form 3811, February 2004</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>



AlaFile E-Notice

03-CV-2008-900060.00

Judge: CHARLES PRICE

To: LINDSEY MICHAEL WESLEY
mlindsey@weavertidmorelaw.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

JAMES JEFFERSON V. BEST BUY COMPANY, INC. ET AL
03-CV-2008-900060.00

The following matter was served on 1/22/2008

D001 BEST BUY COMPANY, INC.
CERTIFIED MAIL

MELISSA RITTENOUR
CIRCUIT COURT CLERK
MONTGOMERY COUNTY, ALABAMA
251 S. LAWRENCE STREET
MONTGOMERY, AL 36102

334-832-4950

signed for by Corp Co

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HSBC BANK NEVADA, N.A.
1111 NORTH TOWN CENTER DR
LAS VEGAS, NV 89144

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sharon D Hickey*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Sharon D Hickey

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number

(Transfer from service label)

7007 0220 0000 9462 2120

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



AlaFile E-Notice

03-CV-2008-900060.00

Judge: CHARLES PRICE

To: LINDSEY MICHAEL WESLEY
mlindsey@weavertidmorelaw.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

JAMES JEFFERSON V. BEST BUY COMPANY, INC. ET AL
03-CV-2008-900060.00

The following matter was served on 1/28/2008

D002 HSBC BANK NEVADA, N.A.
CERTIFIED MAIL

MELISSA RITTENOUR
CIRCUIT COURT CLERK
MONTGOMERY COUNTY, ALABAMA
251 S. LAWRENCE STREET
MONTGOMERY, AL 36102

334-832-4950

**SUMMONS
- CIVIL -**

Case 2:08-cv-00121-WKW-SRW Document 1-2 Filed 02/20/2008 Page 14 of 15
Case Number:
03-CV-2008-900060.00

**IN THE CIVIL COURT OF MONTGOMERY, ALABAMA
JAMES JEFFERSON v. BEST BUY COMPANY, INC. ET AL**

BEST BUY COMPANY, INC., 2000 INTERSTATE PARK DR STE 204, MONTGOMERY AL, 36109

NOTICE TO

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WHOSE ADDRESS IS 300 Cahaba Park Circle, Suite 200, Birmingham AL, 35242

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1/16/2008 2:38:17 PM

Date

/s/ MELISSA RITTENOUR

Clerk/Register

Melissa Rittenour
By

☒ Certified mail is hereby requested

/s/ MICHAEL LINDSEY

Plaintiff's/Attorney's Sign

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on _____

☐ I certify that I personally delivered a copy of the Summons and Co

_____ in _____

Date

Server's Signature

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

01-16-08

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

03-CV-2008-

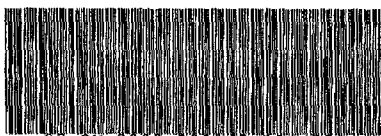
JAMES JEFFERSON v. BEST E

C001 - JAMES JEFFERSON

Plaintiff

v. D001 - BEST BUY COMPANY, INC.

Defendant



03-CV-2008-900060.00 D001

SERVICE RETURN COPY

SUMMONS
- CIVIL -

Case Number:
03-CV-2008-900060.00

IN THE CIVIL COURT OF MONTGOMERY, ALABAMA
JAMES JEFFERSON v. BEST BUY COMPANY, INC. ET AL

HSBC BANK NEVADA, N.A., 1111 NORTH TOWN CENTER DR, LAS VEGAS NV, 89144

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WHOSE ADDRESS IS 300 Cahaba Park Circle, Suite 200, Birmingham AL, 35242

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pursuant to the Alabama Rules of the Civil Procedure

1/16/2008 2:38:17 PM

Date

/s MELISSA RITTENOUR

Clerk/Register

Melissa Rittenour
By *JG*

- ☒ Certified mail is hereby requested

/s MICHAEL LINDSEY

Plaintiff's/Attorney's

RETURN ON SERVICE:

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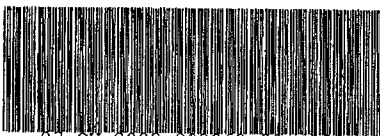
JAMES JEFFERSON v. BES

C001 - JAMES JEFFERSON

Plaintiff

v. D002 - HSBC BANK NEVADA, N.A.

Defendant



03-CV-2008-900060.00 D002

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Remitter: MILLER HAMILTON
Check/Money Order Num: 88969
Amt Tendered: \$350.00

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DALM208CV000121-W

JEFFERSON V BEST BUY